

Case 3:22-cv-05048-DGE Document 1-3 Filed 01/21/22 Page 1 of 7

IN THE SUPERIOR COURT OF WASHINGTON
IN AND FOR THE COUNTY OF CLALLAM

CYNTHIA HARGREAVES, individually,)
Plaintiff,) No.
v.)
PAUL ROSE and JANE DOE ROSE,) COMPLAINT FOR PERSONAL
individually and the marital community) INJURIES IN TORT
comprised thereof; SAFEWAY INC., a)
foreign profit corporation; JOHN/JANE DOES)
I-V, CORPORATIONS I-X,)
Defendants.)

COMES NOW the Plaintiff, above named, by and through attorney Doug Weinmaster of PHILLIPS LAW FIRM, and complains and alleges against the above-named Defendants as follows:

I. PARTIES

1.1 Plaintiff Cynthia Hargreaves is currently a resident of Port Angeles, Clallam County, Washington. Plaintiff Cynthia Hargreaves resided in Port Angeles, Clallam County, Washington at all times relevant and material to this Complaint.

COMPLAINT FOR PERSONAL INJURIES IN TORT - 1

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1 1.2 Defendants Paul Rose and Jane Doe Rose, on information and belief are
2 residents of Sumner, Pierce County, Washington and are believed to have resided in Sumner,
3 Pierce County, Washington at all times relevant and material to this Complaint.

4 1.3 Defendants Paul Rose and Jane Doe Rose are husband and wife and comprise a
5 marital community believed to be residing in Pierce County, Washington. All acts of these
6 Defendants complained of herein were done both individually and for the benefit of the marital
7 community.

8 1.4 Defendant Paul Rose, on information and belief and at all material times, was an
9 employee and/or agent of Defendant Safeway Inc. and acting within the course and scope of his
10 employment, and for the benefit of his employer/principal.

12 1.5 Defendant Safeway Inc. is a corporation organized and operating under the laws
13 of the State of Washington. Defendant Safeway Inc. is believed to be a retail company doing
14 business in Clallam County, Washington, with a principle place of business at 11555 Dublin
15 Canyon Road, Pleasanton, CA 94588. Defendant Safeway Inc. will hereinafter be referred to as
16 “Defendant Safeway.”

17 1.6 The registered agent for Defendant Safeway is listed with the Secretary of State
18 as C T CORPORATION SYSTEM, 711 CAPITOL WAY S STE 204, OLYMPIA, WA, 98501.

20 1.7 Defendants John/Jane Does I-V, on information and belief and at all material
21 times, are additional drivers/individuals involved or whom Defendants may assert were
22 involved or contributed in causing the motor vehicle collision giving rise to this lawsuit,
23 including but not limited to any individuals to whom Defendants may attribute any comparative
24 fault for the collision at issue or plaintiff's resulting injuries. This also includes any
25 individuals/entities with an ownership interest in vehicles involved to any extent in the accident

1 at issue, and/or any individuals currently unknown who may be discovered to have vicarious
2 liability for any drivers or individuals potentially at fault for this collision. When the identity of
3 any such individuals becomes known, Plaintiff will amend these pleadings to reflect their true
4 identity.

5 1.8 Defendants Corporations I-X, Plaintiff alleges there may be persons or entities
6 whose identity is currently not known and who bear responsibility for the damages suffered by
7 Plaintiff. Plaintiff further alleges upon information and belief that there are unidentified persons
8 or entities who are residents of the State of Washington whose actions caused the damages to
9 the Plaintiff. These persons are referred to herein as John Does. When the identity of such
10 persons become known, these pleadings will be amended to reflect their true identity.

12 **II. JURISDICTION, VENUE, AND PROCEDURAL REQUIREMENTS**

13 2.1 The motor vehicle collision that is the subject of this litigation occurred in Port
14 Angeles, Clallam County, Washington. Venue is proper pursuant to RCW 4.12.020(3).

15 2.2 This action was commenced within the time permitted by the applicable statute
16 of limitations.

17 2.3 Any and all claim notices have been properly filed and served, and any
18 applicable waiting period has expired since the date of filing and service of the complaint.

19 2.4 Defendant acknowledge that they have been properly served with the Summons
20 and Complaint in this matter.

22 2.5 There is no person or entity unnamed in this lawsuit who caused or contributed
23 to the damages alleged herein.

1 III. FACTS

2 3.1 Date: Cynthia Hargreaves's injuries and damages arise out of an automobile
3 collision that occurred on or about November 17, 2018.

4 3.2 Location: The collision occurred on Highway 101 in Port Angeles, Clallam
5 County, Washington.

6 3.3 Details: On or about November 17, 2018, Plaintiff Cynthia Hargreaves was
7 traveling northbound on Highway 101 and made a right turn toward Gardiner Road. Defendant
8 Paul Rose failed to stop and rear ended plaintiff.

9 3.4 At the time of the collision, Defendant Paul Rose was driving his vehicle while
10 in the course and scope of his employment/agency for his employer/principal Defendant
11 Safeway.

13 IV. NEGLIGENCE

14 4.1 Duty: Defendants, through common law, statute, regulation and/or ordinance
15 owed Plaintiff a duty to drive attentively, keep a careful lookout, and to otherwise exercise
16 ordinary and reasonable care while operating a vehicle within the State of Washington. This
17 duty included a duty to obey all relevant rules of the road pursuant to RCW 46.61 et seq.

18 4.2 Breach: Defendants breached their duties as set forth herein.

19 4.3 Proximate Cause: As a direct and proximate cause of Defendant's breach of
20 duties as set forth herein, Plaintiff Cynthia Hargreaves has suffered personal injuries and
21 damages.

23 4.4 Defendant Paul Rose, at all material times hereto, was an employee and/or agent
24 of Defendant Safeway, and all acts or omissions by Defendant Paul Rose were done within the
25 course and scope of his employment/agency with Defendant Safeway. Therefore, Defendant

1 Safeway is liable for Defendant Paul Rose's negligent acts or omissions as his
2 employer/principal and under *respondeat superior*.

3 **V. DAMAGES**

4 5.1 As a direct and proximate result of the negligence alleged herein, Plaintiff has
5 suffered severe physical injuries and Plaintiff is entitled to fair and reasonable compensation.

6 5.2 As a direct result of the negligence alleged herein, Plaintiff has incurred and will
7 continue to incur medical expenses and other out-of-pocket expenses and Plaintiff is entitled to
8 fair and reasonable compensation.

9 5.3 As a direct and proximate result of the negligence alleged herein, Plaintiff has
10 incurred property damage, and has, and may continue to, incur loss of use and diminished value
11 of said property and Plaintiff is entitled to fair and reasonable compensation.

13 5.4 As a direct and proximate result of the negligence alleged herein, Plaintiff has
14 suffered and will continue to suffer physical pain and suffering and Plaintiff is entitled to fair
15 and reasonable compensation.

16 5.5 As a direct and proximate result of the negligence alleged herein, Plaintiff has
17 suffered mental and emotional distress, loss of enjoyment of life, past and future disability,
18 permanency of injury and Plaintiff is entitled to fair and reasonable compensation.

19 5.6 As a direct and proximate result of the negligence alleged herein, Plaintiff has
20 sustained past wage loss and loss of future earning capacity.

22 5.7 Plaintiff is entitled to attorney fees.

23 5.8 Plaintiff is entitled to prejudgment interest of all medical and other out-of-pocket
24 expenses directly and proximately caused by the negligence alleged in this complaint.

25 5.9 Plaintiff is entitled to costs and disbursements herein.

VI. WAIVER OF PHYSICIAN/PATIENT PRIVILEGE

6.1 Plaintiff asserts the physician/patient privilege for 88 days following the filing of this complaint. On the 89th day following the filing of this complaint, the Plaintiff hereby waives the physician/patient privilege.

6.2 The waiver is conditioned and limited as follows: (1) Plaintiff does not waive the Plaintiff's constitutional right of privacy; (2) Plaintiff does not authorize contact with the Plaintiff's health care providers of any kind except by judicial proceeding authorized by the Rules of Civil Procedure; (3) Representatives of the Defendants are specifically instructed not to attempt ex parte contacts with health care providers of Plaintiff; and (4) Representatives of the Defendants are specifically instructed not to write letters to Plaintiff's health care providers telling them that they may mail copies of records to the Defendants.

VII. CIVIL ARBITRATION

7.1 Plaintiff intends to file a Statement of Arbitrability to place this matter into civil arbitration. Discovery should be accordingly limited pursuant to SCCAR 4.2 and any applicable local rules.

Wherefore Plaintiff prays:

VIII. RELIEF SOUGHT

- 8.1 Special Damages for Plaintiff in such amounts as are proven at trial.
- 8.2 General Damages for Plaintiff in such amounts as are proven at trial.
- 8.3 Costs including attorney's fees for Plaintiff as are proven at trial.
- 8.4 Prejudgment Interest on all liquidated damages.

1 8.5 For such other and further relief as the court deems just, equitable and proper for
2 Plaintiff at the time of trial.

3 DATED THIS 15 day of September 2021.

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5 PHILLIPS LAW FIRM

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7 _____
8 Doug Weinmaster, WSBA # 28225
Olga Rotstein, WSBA # 41388
Attorney for Plaintiff

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